

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted via the Office electronic filing system in accordance with § 1.6(a)(4).

Dated: October 15, 2008

Signature: 

(Andrew M. Lawrence, Reg. No. 46,130)

PATENT

Attorney Docket No. 29610/CDT499

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)	For: Optical Device Comprising A
Nalinkumar L. Patel et al.)	Charge Transport Layer Of Insoluble
)	Organic Material And Method For The
Application No. 10/583,677)	Production Thereof
)	
Filed: December 20, 2004 (Int'l.)	Group Art Unit: 1794
Appl. No. PCT/GB2004/005392))	Examiner: Not yet assigned
)	
)	Confirmation No. 4533

DECLARATION OF FACTS UNDER 37 C.F.R. § 1.47(a)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Andrew M. Lawrence, hereby state as follows:

1. I am authorized by Cambridge Display Technology Limited (hereinafter "Cambridge"), the assignee of the above-identified patent application (hereinafter "the patent application") to make this statement in my capacity as patent counsel. An assignment executed by each of the coinventors, except for Mr. Mark Leadbeater, demonstrating that Cambridge is the assignee of the patent application is attached hereto as Attachment A.

2. I make this declaration to provide facts known to me concerning the inability to secure inventor Mr. Mark Leadbeater's signature on a declaration for the patent application. Mr. Leadbeater is a coinventor of the patent application. The other three coinventors (Nalinkumar L. Patel, Natasha M. Conway, and Ilaria Grizzi) have executed a declaration for patent application for themselves and on behalf of their nonsigning coinventor, Mr. Mark Leadbeater. A copy of a declaration signed by each of the coinventors, except for coinventor Leadbeater, is attached hereto as Attachment B.

3. At the time of invention of the subject matter described and claimed in the patent application, coinventor Leadbeater was employed by Cambridge Display Technology Limited. The invention was made within the course and scope of Mr. Leadbeater's employment with Cambridge Display Technology Limited, and Mr.

Leadbeater's terms of employment provide that he had an obligation to assign his interest to Cambridge Display Technology Limited in the event that his interest did not automatically vest in Cambridge Display Technology Limited. A copy of Mr. Leadbeater's employment agreement with Cambridge Display Technology Limited is attached hereto as Attachment C. The employment agreement has been redacted to remove information that is not material to the accompanying 37 C.F.R. § 1.47(a) petition.

4. Mr. Mark Leadbeater's last-known residential address is:

Rookery Farm
Depden IP29 BU
United Kingdom

5. On or about October 17, 2007, I sent a letter enclosing copies of a declaration, an assignment, and the patent application papers as filed to Mr. Leadbeater via UPS (tracking no. 1Z 096 4W3 66 9608 063 8). A copy of the October 17, 2007, letter is attached hereto as Attachment D.

6. On or about October 22, 2007, Mr. Leadbeater signed for the UPS package. A copy of a UPS tracking summary indicating delivery to Mr. Leadbeater is attached as Attachment E.

7. On or about December 13, 2007, I sent a follow-up letter enclosing copies of the declaration, assignment, and patent application papers as filed to Mr. Leadbeater via Mercury Business Services, Inc. (tracking no. 86480071213202454). A copy of the December 13, 2007, letter is attached hereto as Attachment F.

8. A copy of a Mercury Business Services, Inc. report dated December 27, 2007, indicating that the documents were received at the above-referenced address by F. Reathy on December 19, 2007, is attached hereto as Attachment G.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

October 15, 2008



Andrew M. Lawrence, Reg. No. 46,130
Attorney for Applicants

ATTACHMENT LIST

Attachment A

Copy of an executed assignment demonstrating that Cambridge Display Technology Limited is the assignee of the patent application.

Attachment B

Copy of a declaration signed by each of the coinventors, except for coinventor Leadbeater.

Attachment C

Copy of Mr. Leadbeater's employment agreement with Cambridge Display Technology Limited.

Attachment D

Copy of letter dated October 17, 2007, addressed to coinventor Mark Leadbeater, Rookery Farm, Depden IP29 BU, United Kingdom.

Attachment E

Copy of UPS tracking summary indicating receipt by Mr. Leadbeater.

Attachment F

Copy of letter dated December 13, 2007, addressed to coinventor Leadbeater, Rookery Farm, Depden IP29 BU, United Kingdom.

Attachment G

Copy of Mercury Business Services, Inc. report confirming delivery to Rookery Farm address.

ASSIGNMENT

Serial No: 10/583,677

Filed: December 20, 2004 (International Appl. No. PCT/GB2004/005392)

Title: OPTICAL DEVICE COMPRISING A CHARGE TRANSPORT LAYER OF INSOLUBLE ORGANIC MATERIAL AND METHOD FOR THE PRODUCTION THEREOF

For \$10.00 (Ten Dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to Cambridge Display Technology Limited, Building 2020, Cambourne Business Park, Cambridgeshire, CB3 6DW, UNITED KINGDOM (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for letters patent of the United States, and in said application and any and all other applications, both in the United States and in other countries, which the undersigned may file or be named as an inventor, either solely or jointly with others, on said invention or improvements, and in any and all letters patent of the United States and other countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner for Patents to issue said letters patent to said Assignee.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned except in favor of Assignee.

For said consideration the undersigned hereby agree, upon the request and at the expense of said Assignee, its successors and assigns, to execute any and all applications on said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any letters patent that may be granted upon any and all of said applications, and any and all applications and other documents for letters patent in other countries on said invention or improvements, that said Assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said Assignee, its successors or assigns, in the event of any application or letters patent assigned herein becoming involved in Interference or Opposition, to cooperate to the best of the ability of the undersigned with said Assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said letters patent, both in the United States and in other countries, and vest all rights therein hereby conveyed in said Assignee, its successors and assigns, whereby said letters patent will be held and enjoyed by said Assignee, its successors and assigns, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this

14th day of NOVEMBER, 2006

Witnesses:

1)

N L Patel
Name: Nalinkumar L. Patel

1)

A. G. Gauri

2)

WITNESS our hands this

29th

day of

September

2006

2)

Natasha Conway

Name: Natasha M. Conway

1) NATASHA CONWAY

2)

WITNESS our hands this

day of

Witnesses:

1)

Name: Mark Leadbeater

1)

2)

WITNESS our hands this

6th

day of

October

2006

4)

Name: Ilaria Grizzi

1) SIMON O'CONNOR Simon O'Connor

6.10.06

2) _____

DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "Optical Device Comprising A Charge Transport Layer Of Insoluble Organic Material And Method For The Production Thereof," the specification of which was filed on December 20, 2004, amended on June 19, 2006, and assigned Application Serial No. 10/583,677. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56.

I hereby claim foreign priority benefits under 35 U.S.C. §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Priority Claimed

0329364.4
(Application Serial Number)

Great Britain
(Country)

19 December 2003
(Day/Month/Year Filed)

☒ ☐
Yes No

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

(Application Serial Number)

(Day/Month/Year Filed)

I hereby claim the benefit under 35 U.S.C. §120 of any United States application(s) or PCT international application(s) designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior application(s) in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56 which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application:

PCT/GB2004/005392
(Application Serial Number)

20 December 2004
(Day/Month/Year Filed)

Pending
(Status-Patented, Pending or Abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Attachment "B"


POWER OF ATTORNEY: I hereby appoint as my attorneys, with full powers of substitution and revocation, to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Marshall, Gerstein & Borun LLP

Customer Number 04743

Send correspondence to: Andrew M. Lawrence

FIRM NAME	PHONE NO.	STREET	CITY & STATE	ZIP CODE
Marshall, Gerstein & Borun	312-474-6300	6300 Sears Tower 233 South Wacker Drive	Chicago, Illinois	60606-6357

Full Name of First or Sole Inventor Nalinkumar L. Patel	Citizenship United Kingdom
Residence Address - Street 82 Mill Lane, Impington	Post Office Address - Street 82 Mill Lane, Impington
City (Zip) Cambridge CB4 9HS	City (Zip) Cambridge CB4 9HS
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/> 8 APRIL 2008	Signature <input checked="" type="checkbox"/> 

Second Joint Inventor, if any Natasha M. Conway	Citizenship United Kingdom
Residence Address - Street 9 Dalton Square	Post Office Address - Street 9 Dalton Square
City (Zip) Cambridge BC4 1QJ	City (Zip) Cambridge BC4 1QJ
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/>	Signature <input checked="" type="checkbox"/>

Third Joint Inventor, if any Mark Leadbeater	Citizenship United Kingdom
Residence Address - Street Rookery Farm	Post Office Address - Street Rookery Farm
City (Zip) Depden IP29 4BU	City (Zip) Depden IP29 4BT
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/>	Signature <input checked="" type="checkbox"/>

Fourth Joint Inventor, if any Ilaria Grizzi	Citizenship Italy
Residence Address - Street 2, Short Street	Post Office Address - Street 2, Short Street
City (Zip) Cambridge BC1 1LB	City (Zip) Cambridge BC1 1LB
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/>	Signature <input checked="" type="checkbox"/>

APPLICABLE RULES AND STATUTES

37 CFR 1.56. DUTY OF DISCLOSURE - INFORMATION MATERIAL TO PATENTABILITY (Applicable Portion)

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentability defines, to make sure that any material information contained therein is disclosed to the Office.

Information relating to the following factual situations enumerated in 35 USC 102 and 103 may be considered material under 37 CFR 1.56(a).

35 U.S.C. 102. CONDITIONS FOR PATENTABILITY: NOVELTY AND LOSS OF RIGHT TO PATENT

A person shall be entitled to a patent unless --

- (a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent, or
- (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of the application for patent in the United States, or
- (c) he has abandoned the invention, or
- (d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months before the filing of the application in the United States, or
- (e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraph (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent, or
- (f) he did not himself invent the subject matter sought to be patented, or
- (g) before the applicant's invention thereof the invention was made in this country by another who had not abandoned, suppressed, or concealed it. In determining priority of invention there shall be considered not only the respective dates of conception and reduction to practice of the invention, but also the reasonable diligence of one who was first to conceive and last to reduce to practice, from a time prior to conception by the other.

35 U.S.C. 103. CONDITIONS FOR PATENTABILITY; NON-OBVIOUS SUBJECT MATTER (Applicable Portion)

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Subject matter developed by another person, which qualifies as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

35 U.S.C. 112. SPECIFICATION (Applicable Portion)

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention.

DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "Optical Device Comprising A Charge Transport Layer Of Insoluble Organic Material And Method For The Production Thereof," the specification of which was filed on December 20, 2004, amended on June 19, 2006, and assigned Application Serial No. 10/583,677. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56.

I hereby claim foreign priority benefits under 35 U.S.C. §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

Priority Claimed

0329364.4
(Application Serial Number)

Great Britain
(Country)

19 December 2003
(Day/Month/Year Filed)

☒ ☐
Yes No

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

(Application Serial Number)

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(Application Serial Number)

20 December 2004
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Pending
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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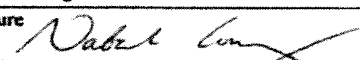
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Date <input checked="" type="checkbox"/> 28/3/08	Signature <input checked="" type="checkbox"/> 

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Residence Address - Street Rookery Farm	Post Office Address - Street Rookery Farm
City (Zip) Depden IP29 4BU	City (Zip) Depden IP29 4BT
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Residence Address - Street 2, Short Street	Post Office Address - Street 2, Short Street
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- (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of the application for patent in the United States, or
- (c) he has abandoned the invention, or
- (d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months before the filing of the application in the United States, or
- (e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraph (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent, or
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(Application Serial Number)

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(Country)

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☒ Yes ☐ No

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(Application Serial Number)

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Marshall, Gerstein & Borun LLP

Customer Number 04743

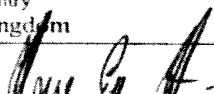
Send correspondence to: Andrew M. Lawrence

FIRM NAME	PHONE NO.	STREET	CITY & STATE	ZIP CODE
Marshall, Gerstein & Borun	312-474-6300	6300 Sears Tower 233 South Wacker Drive	Chicago, Illinois	60606-6357

Full Name of First or Sole Inventor Nalinkumar L. Patel	Citizenship United Kingdom
Residence Address - Street 82 Mill Lane, Impington	Post Office Address - Street 82 Mill Lane, Impington
City (Zip) Cambridge CB4 9HS	City (Zip) Cambridge CB4 9HS
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/>	Signature <input checked="" type="checkbox"/>

Second Joint Inventor, if any Natasha M. Conway	Citizenship United Kingdom
Residence Address - Street 9 Dalton Square	Post Office Address - Street 9 Dalton Square
City (Zip) Cambridge BC4 1QJ	City (Zip) Cambridge BC4 1QJ
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/>	Signature <input checked="" type="checkbox"/>

Third Joint Inventor, if any Mark Leadbeater	Citizenship United Kingdom
Residence Address - Street Rookery Farm	Post Office Address - Street Rookery Farm
City (Zip) Depden IP29 4BU	City (Zip) Depden IP29 4BT
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/>	Signature <input checked="" type="checkbox"/>

Fourth Joint Inventor, if any Ilaria Grizzi	Citizenship Italy
Residence Address - Street 2, Short Street	Post Office Address - Street 2, Short Street
City (Zip) Cambridge BC1 1LB	City (Zip) Cambridge BC1 1LB
State or Country United Kingdom	State or Country United Kingdom
Date <input checked="" type="checkbox"/> 10/04/08	Signature <input checked="" type="checkbox"/> 

APPLICABLE RULES AND STATUTES

37 CFR 1.56. DUTY OF DISCLOSURE - INFORMATION MATERIAL TO PATENTABILITY (Applicable Portion)

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentability defines, to make sure that any material information contained therein is disclosed to the Office.

Information relating to the following factual situations enumerated in 35 USC 102 and 103 may be considered material under 37 CFR 1.56(a).

35 U.S.C. 102. CONDITIONS FOR PATENTABILITY: NOVELTY AND LOSS OF RIGHT TO PATENT

A person shall be entitled to a patent unless --

- (a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent, or
- (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of the application for patent in the United States, or
- (c) he has abandoned the invention, or
- (d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months before the filing of the application in the United States, or
- (e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraph (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent, or
- (f) he did not himself invent the subject matter sought to be patented, or
- (g) before the applicant's invention thereof the invention was made in this country by another who had not abandoned, suppressed, or concealed it. In determining priority of invention there shall be considered not only the respective dates of conception and reduction to practice of the invention, but also the reasonable diligence of one who was first to conceive and last to reduce to practice, from a time prior to conception by the other.

35 U.S.C. 103. CONDITIONS FOR PATENTABILITY: NON-OBVIOUS SUBJECT MATTER (Applicable Portion)

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Subject matter developed by another person, which qualifies as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

35 U.S.C. 112. SPECIFICATION (Applicable Portion)

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention.

CDT

Private and Confidential

22 May 2001

Mr M Leadbetter
153 Stanley Road
Cambridge
CB5 8LF

Dear Mark

I am pleased to offer you the position of Principal Scientist, working within the Research & Technology Department, starting as soon as possible but no later than 20 August 2001.

The main terms and conditions of your employment with us will be as follows:-

1. The position offered to you is on a permanent basis with an initial 6 month probationary period.
2. Your pensionable salary will be £ per annum paid monthly in arrears. Salaries will normally be reviewed annually in January unless otherwise agreed.
4. CDT provides access to a Group Stakeholder Pension Plan for all employees. CDT will contribute 5% of your pensionable salary to this plan provided that you also contribute a minimum of 5% of your pensionable salary. You can choose to pay less than 5% of your pensionable salary into the plan if you wish, however you will not then receive a contribution from CDT.
5. The Company will provide you with free membership in a private health care scheme and, where appropriate for your partner and children. The membership subscription paid on your behalf by the Company is a taxable benefit.
6. The Company will provide you with free membership in a permanent health scheme and free life assurance. Both these benefits are non-taxable.
7. The Company's normal hours of work are from 9am to 5.30pm Monday to Friday inclusive, but you will be expected to work such additional hours on those days or at weekends as may be necessary to properly fulfil your duties.
8. Your annual paid leave entitlement will be 27 working days in addition to the usual statutory English Public Holidays in each calendar year. You are required to save 3 days of this entitlement for the Christmas / New Year period.

Attachment "C"

C|D|T

10. Intellectual Property generated while employed by the Company will be owned by the Company. Confidential company information will not be disclosed by you without the written consent of the company.
11. In the event of the appointment being terminated for whatever reason you will not, for a period of one year, be directly or indirectly concerned with any business commercialising electroluminescent polymers.

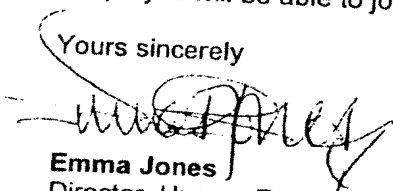
Your employment with us will be conditional on:

1. Our obtaining two satisfactory references. Please could you provide the names, addresses and telephone numbers of people we may contact.
2. Signature of an Employment Agreement

If you would like to accept this offer subject to these conditions, please reply before 1 June 2001 by returning to myself, a signed and dated copy of this letter, indicating your start date.

I hope you will be able to join us.

Yours sincerely


Emma Jones
Director, Human Resources

I accept the offer as detailed above

Signed M. L. Leadbetter

Mark Leadbetter
Leadbetter

Date 25/5/01

Start Date 1st AUGUST 2001

STATEMENT OF MAIN TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement is made on the 22 May 2001.

Between:

- (1) **Cambridge Display Technology Limited** (company number 2672530) whose registered office is at Greenwich House, Madingley Rise, Madingley Road, Cambridge CB3 0HJ ("CDT" and/or "the Company"); and
- (2) **Mark Leadbeater** of 153 Stanley Road, Cambridge, CB5 8LF ("You" and/or "Your").

It is agreed that the following is a statement of the main terms and conditions applying to your employment with CDT, including all particulars required to be given to you in writing under the Employment Rights Act 1996. This statement together with your offer letter if any [and the stipulated provisions of the staff handbook] constitutes your contract of employment.

DATE OF COMMENCEMENT OF EMPLOYMENT

Your continuous employment with CDT dates from 1 August 2001.

Your employment with any previous employer does not count as part of your continuous period of employment.

MAIN PLACE OF WORK

Your main place of work will be CDT, or such other location within the United Kingdom as CDT reasonably requires.

You may on occasion be required to work at other locations in the United Kingdom, including, but not limited to, Oxford and Godmanchester.

The nature of your appointment may require you to travel inside and outside the UK on company business, as required for the performance of your duties. There is no current requirement for you to work outside the United Kingdom for any consecutive period in excess of one month.

JOB TITLE

You are employed as a Group Leader, Device Physics Research.

Your job title is not regarded as exclusive or exhaustive. There will be other duties and requirements associated with your position that are within your capabilities and which you may be required to undertake.

1. REMUNERATION

Your annual salary is Any changes to your annual salary will be notified to you in writing. You will be paid monthly in arrears on the 28th day of each month by direct credit transfer to your UK bank account. Where the 28th day falls on a weekend or a bank holiday, you will be paid on the preceding working day.

You will be provided with an itemised pay statement.

2. **OTHER BENEFITS**

You will be eligible to participate in the CDT benefits program that will include:

- 2.1. Private Health Insurance
- 2.2. Life Assurance
- 2.3. Pension Plan

3. **HOURS OF WORK**

Your normal starting time is 9.00 a.m. and your normal finishing time is 5.30 p.m. Monday to Friday with an unpaid lunch break of one hour each day. You are required to work at such other times as CDT may reasonably require and as may be necessary for the proper performance of your duties. As a salaried employee overtime is not payable.

4. **HOLIDAYS AND HOLIDAY PAY**

Your annual paid holiday entitlement is 27 working days in any complete calendar year of employment, which accrues on a pro-rata basis for each completed month of employment. The holiday year at CDT runs from 1 January to 31 December.

Should you be absent for more than 4 weeks for any reasons, CDT reserves the right to suspend accrual of any holiday in excess of the minimum 4 weeks conferred by the Working Time Regulations (where applicable, this clause will not apply to the Ordinary Maternity Leave period).

Further details of the holiday policy can be obtained from the HR Department.

Bank and Public Holidays

In addition to annual holidays, you are entitled to paid holiday on all English statutory public holidays and any additional holidays as awarded by CDT.

5. **SICK PAY SCHEME**

- 5.1. Any absence due to sickness or injury must be notified to your designated Line Manager as soon as possible together with an estimate of the period of absence envisaged. Any change in the estimated period of absence must be notified as soon as possible.
- 5.2. In the event of you being absent for more than 7 days (inclusive of weekends), medical evidence must be produced in the form of a statement of reasons for absence completed by a qualified medical practitioner and sent to your Line Manager.
- 5.3. Any payments made in addition to Statutory Sick Pay are entirely at the discretion of CDT and will not create a precedent either for CDT or for the individual.

6. **PENSION SCHEME**

CDT provides access to a Group Stakeholder Pension Plan for all employees. CDT will contribute 5% of your pensionable salary to this plan provided that you also contribute a

minimum of 5% of your pensionable salary. You can choose to pay less than 5% of your pensionable salary into the plan if you wish, however you will not then receive a contribution from CDT.

You can also elect to contribute more than 5% of your salary to this plan (subject to legislative maximums) however CDT will not match any payments above 5%.

Details of this scheme will be provided to you when you join.

7. **MATERNITY PROVISIONS**

CDT's Maternity policy and procedure can be obtained from the HR Department, where applicable.

8. **PARENTAL LEAVE**

CDT's Parental Leave policy and procedure can be obtained from the HR Department.

9. **EMERGENCY DOMESTIC LEAVE**

CDT's Emergency Domestic Leave policy can be obtained from the HR Department.

10. **GRIEVANCES**

CDT's Grievance procedure can be obtained from the HR Department.

11. **DISCIPLINARY PROCEDURES**

The Disciplinary procedures of CDT can be obtained from the HR Department. The disciplinary procedure does not apply to employees with less than 12 months' service.

12. **TERMINATION OF EMPLOYMENT**

The length of notice you are required to give and entitled to receive to terminate your employment shall be 3 months'. Notice given by either party shall not be effective until given in writing. CDT may at its option pay you a lump sum in lieu of your notice period.

CDT has the right to dismiss you without notice or pay in lieu of notice in the case of gross misconduct.

CDT shall have the right during the period of notice or any part thereof, to place you on leave, paying you during this period your normal salary and benefits.

Your employment with CDT will automatically terminate when you reach the normal retirement age for CDT's employees, which is currently 60 years of age. You will be notified of any change in CDT's retirement age.

13. **GARDEN LEAVE**

CDT reserves the right to require you to remain at home on garden leave during any notice period and remain available to attend the workplace if required. During any notice you may not be engaged in any capacity with another company without written permission.

14. **OUTSIDE INTERESTS**

14.1. You agree not to be, without the prior approval of the Board, directly or indirectly employed, engaged, concerned or interested in any other business which

14.1.1 is wholly or partly in competition with the business of CDT or that of any "Group Company" (which shall include CDT and any holding company, subsidiary or subsidiary of a holding company of CDT, the terms "holding company" and "subsidiary" having the meanings given to them in section 736 Companies Act 1985); or

14.1.2 we consider requires or might reasonably require you to disclose or make use of Confidential Information in order to properly discharge your duties to or further your interest in that business; or

14.1.3 we consider impairs or might reasonably be thought to impair your ability to act in the best interests of our business or that of any Group Company;

PROVIDED THAT you may be interested in any such business, for investment purposes only, as the holder (directly or through nominees) of any units of any authorised unit trust and/or up to 5% of the issued shares, debentures or other securities of any class of any company which is listed on a Recognised Investment Exchange as defined in Section 207 Financial Service Act.

14.2. You must not without the prior approval of the Board (which will not be refused unreasonably) accept any employment, engagement or office (whether paid or unpaid) with or in any person, firm, company or other organisation outside of any Group Company.

14.3. You must not at any time (whether during or outside normal working hours) take any preparatory steps to become engaged or interested in any capacity whatsoever in any business or venture which is in or is intended to enter into competition with our business or that of any Group Company.

15. **CONFIDENTIALITY AND PROTECTION OF BUSINESS**

You will in the course of your employment learn trade secrets and confidential or commercially sensitive information (including but not limited to methods, processes, device structures, techniques, shop practices, equipment, research data, opportunities for business marketing and sales information, strategies and pricing, personnel data, customer lists, potential customers, financial data, plans and all other know-how and trade secrets) which is in our possession or that of any Group Company or in respect of which CDT owes a duty of confidentiality to a third party, and which has not been published or disclosed to the general public ("Confidential Information"). You will also deal with our customers, corporate and academic collaborators and those of any Group Company and you agree that you will not: -

15.1. during your employment (save as required for the proper performance of your duties or as duly authorised by us in writing) and after its termination, directly or indirectly use or disclose any Confidential Information;

- 15.2. during your employment and for six months after its termination, directly or indirectly and whether on your own behalf or on behalf of any other person, firm, company or other body, solicit or entice away or seek to entice away any person who is or was at the date of termination of your employment or during the period of six months preceding the date of termination, employed or engaged by our business or any Group Company in a managerial, research and development, or sales and marketing post and was a person with whom you have dealt during the course of your employment or who by reason of their employment or engagement is likely to have knowledge of any trade secrets or Confidential Information;
- 15.3. for six months after the termination of your employment carry on your own account or as a partner or be engaged as an employee, officer, consultant or adviser in any other business which is in competition with our business or that of any Group Company with which you have been concerned or engaged to any material extent, for whom you provided services or from whom you had access to Confidential Information during the six months preceding the date of termination (particularly, but without limitation, through commercialising electroluminescent polymers and dendrimer technology) and which we consider requires or might reasonably be thought to require you to disclose or make use of any Confidential Information in order properly to discharge your duties to or to further your interest in that business or venture;
- 15.4. for a period of six months following the termination of your employment whether on your own account or with, through, for or on behalf of any other person, firm, company or organisation, directly or indirectly canvass or solicit or procure to be canvassed or solicited in competition with us or any Group Company for whom you provided services or from whom you had access to Confidential Information the custom of any person, firm, company or organisation whom or which was at any time during the six months prior to the termination of your employment a Customer of ours or any Group Company and with whom or which you dealt or of whom or of which you have knowledge by virtue of your employment with us during that period.
- 15.5. during the period of six months following the termination of your employment whether on your own account or with, through, for or on behalf of any other person, firm, company or organisation, directly or indirectly deal with or attempt to deal with in competition with us or any Group Company for whom you provided services or from whom you had access to Confidential Information any person, firm, company or organisation whom or which was at any time during the six months prior to the termination of your employment a Customer of ours or of any Group Company and with whom or which you dealt or of whom or of which you have knowledge by virtue of your employment with us during that period.

16. **INTELLECTUAL PROPERTY**

- 16.1. If at any time during your employment you conceive, originate, improve, develop, discover or invent (either alone or in conjunction with any person or persons) any products, services, designs, processes, systems or inventions (including but not limited to any and all computer programs, photographs, plans, records, drawings, models, any know-how technique, process, improvement, invention or discovery), which could relate directly or indirectly to our business or that of any Group Company you will immediately disclose to us full details of the same in writing and you shall not disclose the same (or

any proposals we communicate to you) to any third party without our prior written consent. You agree that we shall own all documents, drawings, models, samples, prototypes and the like prepared by you and which relate to such rights.

- 16.2. It is our common intention that all intellectual property and proprietary rights of whatever nature (including (without limitation) inventions, patents, know-how, technical information, copyright, registered design right or unregistered designs or similar rights as well as the right to apply for registered protection for any such rights) arising in the course of or as a result of work done by you during your employment shall belong to us as absolute owner. To the extent that these do not automatically vest in us, you will hold them on trust for us and will take all such steps as we shall direct (whether during your employment hereunder or thereafter) at our expense to sign such documents as are necessary to vest them in us in accordance with the above intention
- 16.3. You hereby assign (in so far as title does not automatically vest in us as a consequence of your employment) to us by way of future assignment all copyright, designs and other proprietary rights, if any, which may be so assigned for the full term thereof throughout the world in respect of all works (within the meaning of Section 1(1) of the Copyright, Designs and Patents Act 1988 or such other legislation as shall hereafter be enacted containing any like definition or provisions) authored, drawn, written, originated, conceived or otherwise made by you either alone or jointly with any other person or persons during the period of your employment hereunder or pertaining to such subject matter as form part of your duties hereunder. You waive all moral rights conferred on you by Chapter IV, Part I, Copyright Designs and Patents Act 1988 and any other moral rights provided for under the laws now or in future in force in any part of the world arising from any such works.
- 16.4. You shall if and whenever required so to do by us at our expense apply or join with us in applying for letters patent, utility model, registered design or other protection in any part of the world for any such intellectual property and shall, at our expense, execute or do, or procure to be executed or done, all instruments and things necessary for vesting such intellectual property and all such rights, titles and interest to and in the same in us or in such other person as we may direct or require and we shall (and shall procure that any such other person shall) hold the same and all such right, title and interest to and in the same upon trust for ourselves and (to the extent that it is entitled thereto by Section 39 of the Patents Act 1977 or such other legislation as shall hereafter be enacted containing like provisions) you according to our and your respective interests.
- 16.5. For the purposes of this clause you hereby irrevocably appoint us, as your attorney in your name and on your behalf to execute any documents and/or do any and all things which are necessary or desirable for us to give effect to the provisions of this clause and we are hereby empowered to appoint and remove in our sole discretion any person as agent and substitute for and on behalf of us in respect of all or any of the matters aforesaid provided always that we shall notify you of each such action in writing.

17. **DATA PROTECTION**

You understand and agree that CDT is permitted to hold personal information about you as part of its personnel and other business records and may use such information in the

course of CDT's business. You agree that CDT may disclose such information to third parties, in the event that such disclosure is, in CDT's view, required for the proper conduct of CDT's business. This clause applies to information held, used or disclosed in any medium.

18. **PUBLIC RELATIONS**

You agree that you will not either during your employment or at any time after termination of your employment make any statement or give any interview to the news media or submit a letter, learned paper or article for publication about your work for us, about us or about any Group Company or any third party involved with our business, or otherwise without the prior written approval of the Chief Executive or in his absence his deputy. You must promptly inform a director of any requests for statements, interviews, learned papers or articles you receive.

You agree that after the termination of your employment you will not be held out or represented by you or any other person, firm, company or other body, as being in any way connected with or interested in our business or that of any Group Company.

19. **HEALTH & SAFETY**

You have a duty to take care for your own health and safety and that of other members of staff. You agree to observe our Safety Rules for the time being and to comply with our Health & Safety policies for the time being including those concerning eating, drinking, applying cosmetics and smoking cigarettes or tobacco on our premises.

20. **COMPANY PROPERTY**

All books, documents, lists, files, data, accounts and records whether or not made by you and whether stored in human readable or machine readable form which may come into your possession during your employment respecting our business or affairs or those of any Group Company or any third party involved with our business (including notes, minutes, memoranda, correspondence and copies of documents made by you in the course of your employment) will belong to us and these and all our other property and documents in your possession, custody, power or control must be returned to us immediately on the termination of your employment.

21. **OBLIGATIONS UPON TERMINATION OF EMPLOYMENT**

On the termination of your employment hereunder you will:

- 21.1. forthwith tender your resignation from any office you held with us or any Group Company offices you then hold (without payment or agreement of compensation therefore) and you hereby irrevocably authorise the Company Secretary for the time being on your behalf to sign any documents and do any things necessary or requisite to give effect thereto;
- 21.2. deliver up to us all correspondence drawings documents and other papers and all other property belonging to us or any Group Company or any third party involved with our business which may be in your possession or control (including such as may have been made or prepared by or have come into your possession or in the course of employment which relate in any way to our business or affairs or those of the Group Company or any third party involved with our business or any suppliers agents distributors or customers) and you must not without our written consent retain any copies thereof;

- 21.3. if so requested send to the Company Secretary a signed statement confirming that you have complied with a sub-clause 21.1 and 21.2 thereof;
- 21.4. not at any time represent that you are still connected with us or any Group Company; and
- 21.5. forthwith discharge all your outstanding obligations to us, whether monetary (e.g. reimbursement of advances) or otherwise, incurred during, by virtue of or in connection with your employment, and agree that without prejudice CDT may withhold payment of any money or delivery of other things due to you by virtue of your employment, whether before or after termination, until you have fully discharged all such obligations to us.

22. **COLLECTIVE AGREEMENT**

There are no collective agreements, which affect the terms and conditions of your employment.

23. **THIRD PARTY RIGHTS**

- 23.1. Unless expressly provided in clause 23.2 below, no term of this Statement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 23.2 Subject to the Contract (Rights of Third Parties) Act 1999 and to the provisions of this Statement, clauses 14, 15, 16, 18, 20 and 21 may be enforced by any officer, employee or agent of the Company in his or her own right any Group Company in its own right and by any officer, employee or agent of any Group Company in his or her own right.

This Agreement has been executed as a deed on the date of signing as indicated below.

Executed as a Deed by
Mark Leadbeater
On date
in the presence of:

Name of witness:

Address:

)
)
)
)
Mark Leadbeater
76 YORK ST
CAMBRIDGE

Executed as a Deed
by
CDT
acting by:

)
)
)
)

Director

Director/Secretary

MARSHALL, GERSTEIN & BORUN LLP

ATTORNEYS - AT - LAW

Andrew M. Lawrence
alawrence@marshallip.com

October 17, 2007

VIA UPS

Mr. Mark Leadbeater
Rookery Farm
Depden, IP29 4BU
United Kingdom
and
153 Stanley Road
Cambridge CB5 8LF
United Kingdom

Re: Cambridge Display Technology Limited
U.S. Patent Application Serial No. 10/583,677
Nalinkumar L. Patel *et al.*
"Optical Device Comprising A Charge Transport Layer Of Insoluble
Organic Material And Method For The Production Thereof"
Your Reference No. CDT499US - Our Reference No. 29610/CDT499

Dear Mr. Leadbeater:

By way of introduction, our firm serves as patent counsel for Cambridge Display Technology Limited. You have been named as an inventor on the above-referenced utility patent application (copy enclosed), which relates to methods of forming organic light emitting diodes having an insoluble charge transporting layer that you worked on when you were employed by CDT.

In order to satisfy formal requirements relating to the filing of this patent application, we request that you execute the enclosed "Declaration For Patent Application and Power of Attorney" and "Assignment" documents for the above-referenced patent application.

Please find enclosed copies of the application papers as filed (including a preliminary amendment) and the declaration and assignment documents for your execution. Please review

MARSHALL, GERSTEIN & BORUN LLP

Mr. Mark Leadbeater
October 17, 2007
Page 2

the application before executing (*i.e.* signing and dating) the enclosed documents. The assignment should preferably be witnessed.

We would appreciate your prompt cooperation and note that your employment contract with CDT stipulates that you are obligated to execute and return these documents to us.

We look forward to receiving the executed documents as soon as possible. For your convenience, we have enclosed a prepaid UPS envelope to facilitate your returning of the executed documents to us. Alternatively, you may return these documents to us by return facsimile at 312-474-0448.

If you have any questions, please contact me at 312-423-3455.

Very truly yours,



Andrew M. Lawrence

AML/gd
Enclosures

cc: Ms. Ann Brown (w/o encls)
Mr. James P. Zeller (w/o encls)

[Close Window](#)

Tracking Summary

Tracking Numbers

Tracking Number:	1Z 096 4W3 66 9608 063 8
Type:	Package
Status:	Delivered
Delivered On:	10/22/2007 9:44 A.M.
Delivered To:	BURY ST EDMUNDS, GB
Signed By:	LEADBITTER
Service:	EXPRESS

Tracking results provided by UPS: 11/01/2007 2:29 P.M. ET

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Attachment "E"

MARSHALL, GERSTEIN & BORUN LLP

ATTORNEYS - AT - LAW

Andrew M. Lawrence
alawrence@marshallip.com

December 13, 2007

VIA UPS

Mr. Mark Leadbeater
Rookery Farm
Depden, IP29 4BU
United Kingdom

Re: Cambridge Display Technology Limited
U.S. Patent Application Serial No. 10/583,677
Nalinkumar L. Patel *et al.*
"Optical Device Comprising A Charge Transport Layer Of Insoluble
Organic Material And Method For The Production Thereof"
Our Reference No. 29610/CDT499

Dear Mr. Leadbeater:

Following up on our letter of October 17, 2007 (copy enclosed), we request that you execute the enclosed "Declaration For Patent Application and Power of Attorney" and "Assignment" documents for the above-referenced patent application.

Please find enclosed copies of the application papers as filed (including a preliminary amendment) and declaration and assignment documents for your execution. Please review the application before executing (*i.e.* signing and dating) the enclosed documents. The assignment should preferably be witnessed.

We would appreciate your prompt cooperation. *We note that your employment contract with CDT provides that you are obligated to execute and return these documents to us.*

We look forward to receiving the executed documents as soon as possible. For your convenience, we have enclosed a prepaid UPS envelope to facilitate your returning of the executed documents to us. Alternatively, you may return these documents to us by return facsimile at 312-474-0448.

MARSHALL, GERSTEIN & BORUN LLP

Mr. Mark Leadbeater
December 13, 2007
Page 2

If you have any questions, please contact me at 312-423-3455.

Very truly yours,



Andrew M. Lawrence

AML/lstro
Enclosures

cc: Ms. Ann Brown (w/o encls)
Mr. James P. Zeller (w/o encls)

Number 86480071213202454
Ship Date 12/13/2007
Service International

Recipient Mark Leadbeater
Company MarkLeadbeater
City Depden DE
Country United Kingdom

DELIVERY DATE	DELIVERY TIME	STATUS	DELIVERED TO	DELIVERY LOCATION
12/19/2007	12/19/2007 10:40:00 AM	Delivered	F REATHY	

Attachment "G"